Toll Free: 800-241-8339 in Georgia: 770-447-1928



Sales Fax: 770-662-5053

Customer Service Fax: 770-368-1969

Quote #: Quote Date:

72330

10/02/2015

BUILDING SYSTEMS, INC. 3300 Holcomb Bridge Rd., Suite 201

Good Thru:	10/31/2015	Norcross, G	orgia 30092		
Purchaser:	BUD RIFE CONSTRUCTION	i Phone: /ene\ 4-	70 5004		
Primary Contact:	BUD RIFE	Phone: (606) 47	8-5264	Date:	10/6/15
Address:	TBD	Fax:		Sales Rep:	ADAM POSEY
				Building #:	1 of 1
City:	DECTYLAND		MIKROTEC.COM		
-	BESTY LANE	County: FI		State	e: <u>KY</u> Zip: <u>41605</u>
CUSTOMER IS H	EREBY PRESENTED A PRO	POSED CONTRACT F	OR THE STEEL BUILDI	NG BELOW:	
1 A Building	5				
Code: K	BC 13	Length: Snow Load:	110	Eave Height:	18
Building Profile:	ABLE CLEAR SPAN	Column Type:	20	Wind Load:	115 EX B
Bay Spacing: 2	5/25/3@20	Roof Pitch:	4:12	Girt Condition:	
Roof Color: C	HOICE	Wall Color:	CHOICE	Roof Type: Trim Color:	26 ga pbr
Special Specification			ONOIDE	THE COOL:	CHOICE
Anchor Bolt Drawin	ngs; Stamped Certified Drawin	gs: State Of KY			
LABOR IS NOT	INCLUDED IN MATERIAL	TOTAL BELOW:	LAROR	BY OTHERS.	
		ACCESSORIES FO	OR BUILDING	BASE F	PRICE: \$59.444.00
QUANTITY		SCRIPTION		271021	PRICE: \$53,441.00  ADD'L PRICE
3	Walk in Door Size: 3070 C	OMPLETE W/ WEATHER	STRIP	The state of the s	900
	Walk in Door Size:				INCL
	Ventilator:				
ROOF & WALLS		88: 6" ROOF 4"WALLS	Backing: WHITE VINYL R	EINFORCED	INGL
4		ONTAL SLIDE INS	Size: 6 X 3		INCL
	Light Panel:		Size:		INCL
2	Large Door Type: ROLL U	P WIND LOCK	Size: 16 X 12		INCL
			Size:		INOL
			Size:		
2	Framed Openings: Size: 16		ULL COVER TRIM		INCL
11	Size: 6'	" X 7'2" [N	ICL TRIM		INCL
	Size:				INCL
		R AND DOWNSPOUTS			INCL
	Fasteners: LONG L	FE	Base Option: BASE ANGL	E W/TRIM	INCL
	Louvers:				
		HER ITEMS ADDENDUM.			INCL
	Other:				- INTOL
	Components:				
30 % of Contr	act Price Due Upon Acceptance:	\$16,031.00	<b>BUILDING &amp; ACCESS</b>	ORIES SUBTOTAL:	\$53,441.00
	shiers Check Prior to Unloading:		FREIGHT:		INCL
Special Instruction	_	\$37,410.00	OTHER:		-
	10.			TO	TAL: \$53,441.00
					700,000
Estimated Delivery	: <u>6-8</u> Weeks				
Accepted by Purel	naser this the 8 day of	Oct	Approved and Accep	oted by Arco Building	Systems
y Z	day of	2015	Title		
" The state of the			day of		2015 Page 1 of

day of \_\_\_\_\_\_ 2015

Pana 1 of 2

### ARCO BUILDING SYSTEMS, INC.

Our quoted prices do not include any material or labor in connection with foundations, foundation plans, concrete, ANCHOR BOLTS, general contract work, special flashing, or any other item not normally a part of a steel building, unless specifically provided for on page one. Anchor boit drawings and erection plans are furnished. LABOR IS NOT INCLUDED IN TOTALS BELOW. STEEL ERECTION AGREEMENTS WILL BE FORWARDED FROM THE ERECTOR UNDER SEPARATE COVER. NO MATERIAL OR SPECIFICATIONS ARE INCLUDED WHICH ARE

This proposed contract is not binding upon Arco until accepted by Buyer and approved by an Executive Officer or General Manager of Arco, and when approved, it and any other terms and conditions of the sale stated in this and page one, constitute the entire contract between Buyer and Arco. Buyer may cancel this agreement until the end of the next business day after signing the agreement or sending deposit. Upon such proper cancellation, any deposit will be promptly refunded. After that date, cancellation or refusal to accept delivery may result in forfeiture of the deposit and claims for additional damages, storage, or transportation charges. Once delivery has been scheduled with Buyer, if Buyer later delays delivery. Buyer may be liable for storage charges up to \$600 per trailer per week from the originally scheduled date. Any applicable sales tax will be added prior to delivery.

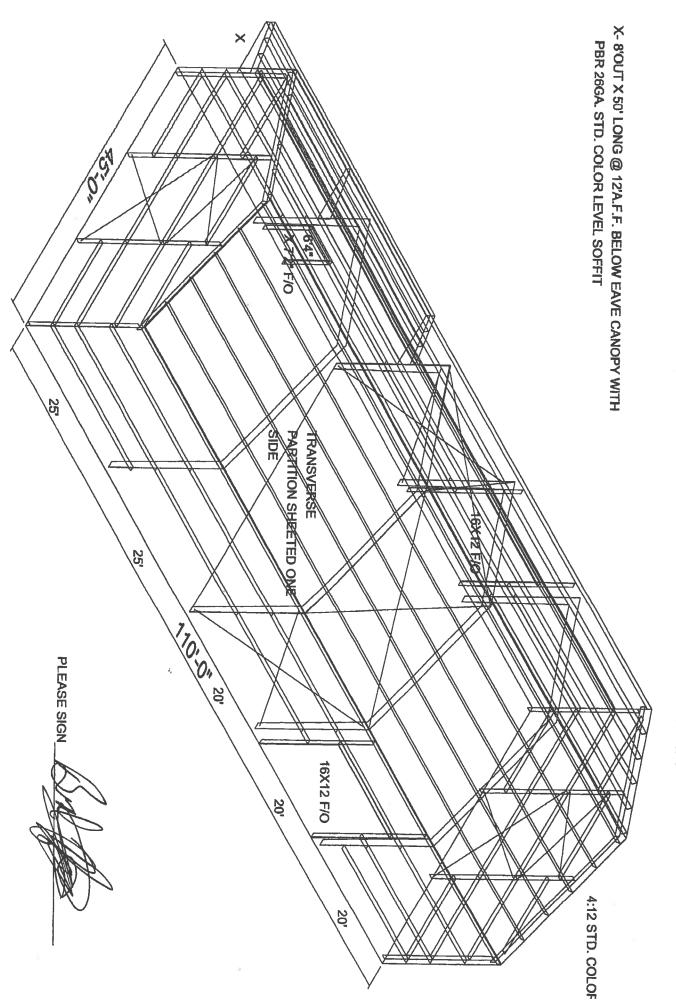
#### TERMS AND CONDITIONS

- 1. The contract price and any and all other sums of money to become due hereunder by Buyer to Arco, hereinafter Seller, shall be payable and Buyer promises to pay the same by CASHIERS CHECK or prior wire transfer only, at the point of shipment or upon delivery prior to
- 2. Seller's responsibility ceases upon delivery of shipments to carrier when sales are F.O.B. point of shipment or upon delivery to Buyer's agent if F.O.B. destination. Buyers are warned against receipting of shipments until careful inspection has been made. All claims that there is a shortage in delivery must be noted on the Bill of Lading and be presented in writing to seller within ten days after receipt of merchandise by Buyer. Fallure of Buyer to so present any claim shall constitute of walver thereof, and Buyer shall have no such claim against seller.
- 3. All orders, agreements and proposed delivery and/or completion dates are contingent on strikes, accidents, government relations, and any other acts or circumstances beyond Seller's control. All shipping dates are given as approximate, and while every effort is made to maintain schedules, Seller will not be liable for damages on account of delays irrespective of the cause thereof.
- 4. Orders cannot be cancelled unilaterally by Buyer under any oircumstances. it cancellation or modification is agreed to by Seller, Buyer will promptly pay all reasonable engineering and other expenses incurred by Seller in connection with this contract, together with damages suffered by Seller. Buyer's deposit will be forfeited in the event of such cancellation.
- 5. The title and right of possession of the material covered by this sale shall remain with seller until full payment thereof shall have been made. Any shipment and delivery hereunder, whether or not a stated installment, shall be treated as a separate sale and payment therefore shall be separately made at Seller's office when due as herein provided. If any part of the merchandise is not delivered by Seller or is not in accordance with this contract, the contract for the remainder of the merchandise and the Buyer's obligations hereunder shall not be affected thereby. Any suits by Buyer against Seller shall only be brought and filed in Gwinnett County, Georgia, regardless of where materials were delivered, work performed or contract signed.
- 6. The indebtedness due and to become due to Seller under this contract and any other indebtedness due to Seller by Buyer are secured by Buyer and Buyer does hereby grant to Seller a Chattel Mortgage lien upon all materials sold to Buyer under this contract, and all such materials shall remain personal property and title to all such materials shall remain in Seller until all such indebtedness due Seller, together with interest and other charges, is fully paid to Seller. By the acceptance of such materials, and such Mechanic's or Materialman's Lien is hereby expressly retained. Fallure to pay any installment when due shall, at the option of the Seller, and without notice, mature all installments, whereupon the total indebtedness shall be due and payable at once. After delivery to job site and until the purchaser price is paid in full, Buyer shall keep all materials herein contracted to be sold fully insured against loss or damage in the amount equal to the full amount of the unpaid purchase price, which policy shall be payable to Seller as its interest may appear. In the event of the fallure of Buyer to secure such insurance, Seller may (but is not obligated to) cause such property to be insured, and the cost of such insurance shall be added to the purchase price and shall be paid by Buyer. Buyer shall be responsible for all loss or damage to materials after the delivery to
- 7. If this contract is placed in the hands of an attorney for collection through probate, bankruptcy or any other legal proceedings, Buyer agrees to pay reasonable attorney's fees which shall not be less than ten percent (10%) of the full amount or principal and interest then
- 8. Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Buyer falls to fulfill the terms of payment, Seller may defer further shipments, or may, at its option, cancel the unshipped balance. Seller reserves the right, previous to making any shipments, to require from Buyer satisfactory security for performance of Buyer's obligation. No failure of Seller to exercise any right accruing from any default of Buyer shall constitute a waiver of or impair Seller's rights in case of subsequent default of Buyer.
- 9. Any purchase order issued by Buyer and accepted by Seller on the basis of this contract or any modification thereof incorporates, by reference, all the provisions of these Terms and Conditions of Sale.
- 10 Erection is not provided by Arco Building Systems, Inc. nor included in the totals, An independent contractor will provide the erection for this building and any amount quoted for erection should be paid directly to that erector. Buyer is responsible for Inspecting building for errors and should do so prior to making final payment to erector. The erector is not an agent of Arco Building Systems, Inc., and no agency, either express or implied, exists or is created between Arco and the erector under any
- 11 Acceptance of all orders must be approved by an Executive Officer, or General Manager of the Seller and Buyer's acceptance of Seller's proposal becomes a contract only when so approved.
- 12 No party has the authority to waive any of the terms or conditions hereof except by written instrument eigned by an executive officer of

I understand and agree with the provisions and materials as stated herein for a total material cost of \$53,441.00

Date

Page 2 of 2





## Building Systems, Inc.

3300 Holcomb Bridge Road Suite #201 Norcross, GA 30092

**ATTENTION: Adam Posey** 

A TO THE RESIDENCE OF THE PARTY
BUD RIFE CONSTRUCTION COMPANY INC PH. 608-477-5284 PO BOX 155 HAROLD, KY 41635  12561
PAY TO THE 73-294-421
Six Teen thousand thinty Die and og
FOR Setsy Layure Office Bulk
I authorize Arco Building Systems to electronically process funds from the account shown above in the amount of \$_/6,031.00
Print Name: Bud Rife
Signature: Date: Date:
(For Office Use Only)
() New Building () Balance of Deposit () Deposit () C.O.D. () Components
Toll Free: 800-241-8339 • In Georgia: 770-447-1928 • Sales Fax: 770-662-5053 • Customer Service Fax:



## Building Systems, Inc.

3300 Holcomb Bridge Road Suite #201 Norcross, GA 30092

**ATTENTION: Adam Posey** 

BUD RIFE CONSTRUCTION COMPANY INC  PH. 606-477-5264 PO BOX 155 HAROLD, KY 41635  PAY TO THE ORDER OF Ruilding Systems	DATE 14 8/15	12561  Revision for Business 73-294-421
Six Teen Thousand Hirty One and 900- an George Rd. Commingwealth Bank Bank  OR Betsy Layme Office  S	\$ 16, DOLLARS	.03/-00 
i		
I authorize Arco Building Systems to electronically process shown above in the amount of \$_16,031,00  Print Name:  Signature:	os funds from the account  Date: 10/8/15	
(For Office Use Only)  () New Building () Balance of Deposit () Deposit ()  () V () C	C.O.D. () Components	
Toll Free: 800-241-8339 • In Georgia: 770-447-1928 • Sales Fax: 770-662-5053 •	Customer Service Fax:	7

# Arco COLOR SELECTION SHEET

DATE: 10/8	1/2015
CUSTOMER: BUD RIFE COI	NSTRUCTION
1. ROOF COLOR	Rurnished Slate
2. WALL COLOR	Ash Gray
3. RAKE & EAVE TRIM	Barnished Slate Liner Pane
4. CORNER TRIM	Burnished 5/9te
5. FRAMED OPENING TRIM	white soffitt.
6. WALK DOORS: WHITE	X OR BRONZE — Ash
7. SLIDE WINDOWS: BRONZE (NOTE 2070 SLIM LINE WIND	
	son your building 1154ed 5/cte 2018/120 5/9te
<ol> <li>IF YOU ORDERED COMMER PLEASE SPECIFY TYPE</li> <li>ROLL UP White only (roof paper towels.)</li> </ol>	CIAL LARGE DOORS
SECTIONAL OVERHEAD horizontal track out into the second contract track out into t	D <b>White only</b> (slide up and over on a he building.)
SIGNED:	nd of
DELIVERY ADDRESS: 49	7 George Road Sy Laywe Ky 41605
	, , , , , , , , , , , , , , , , , , , ,

THANK YOU FOR YOUR BUILDING ORDER!

PLEASE FAX BACK TO Adam Posey @ 770-662-5053

Toll Free: 800-241-8339 in Georgia: 770-447-1928



Sales Fax: 770-862-5053 Customer Service Fax: 770-368-1969

#### BUILDING SYSTEMS, INC. 3300 Holcomb Bridge Rd., Suite 201 Norcross, Georgia 30092

### OTHER ITEMS ADDENDUM

Customer:	<b>BUD RIFE CONSTRUCTION</b>	Date:	10/6/15
Primary Contact:	Bud Rife	Quote #:	
Address:	TBD	Quote Date:	72330 10/02/2015
County:	FLOYD	Building Number:	1
City:	BESTY LANE		
State:	KY		
Zip:	41605		
Quantity: De	escription:		
•	30 HORIZONTAL SLIDE INSULATED	AANA IN COLOR	
PA	ARTITION WALL @ 50' SHEETED ONE	SIDE TO SECTION OFF 45X60 SHO	OP SECTION
45	X60 SHOP AREA WILL HAVE LINER I	PANEL TO 8' ON THE OTHER 3 WAL	LS - PARTITION
W	ALL WILL BE LINED FULL HEIGHT		
8'>	(50' BELOW EAVE CANOPY W/FLAT	COLOR SOFFIT	

Toll Free: 800-241-8339 In Georgia: 770-447-1928



Sales Fax: 770-662-5053 Customer Service Fax: 770-368-1969

10/9/15

Mr. Bud Rife BUD RIFE CONSTRUCTION 38 FOURTH STREET HAROLD, KY 41635

Arco Order #: 72330

Dear Mr. Rife.

This is to advise that your order has been entered with one of our plants. It is extremely important that you review your order to be sure it is correct. Unless we hear from you, your order will be shipped as shown. If there are any changes or errors, please advise the Customer Service Department immediately so they may be corrected prior to shipping.

Your C.O.D. balance is \$37,410.00 and is to be given to the driver payable to Arco Building Systems, Inc., by CASHIER'S CHECK ONLY at the time of the delivery. You may wire transfer your balance just prior to delivery by notifying the Customer Service Department, if you so desire.

You will also find a self-addressed stamped envelope enclosed for delivery instructions to your job site. Please include your physical street address also. No P.O. Boxes, please. We need this information sent in immediately.

Dd. 11/24/15

You will be receiving your blueprints shortly.

We appreciate your business and look forward to serving you. If you should have any questions, please feel free to call our customer service department.

Sincerely.

Diane Stewart

Customer Service Representative

Encis.

DOLLARS \*37.410.00\* 156371 VOIDABLE AFTER 180 DAYS The purchase of an indemnity band will be required before any cashlers check on this bank will be replaced or retunded in the event it is lost, misplaced or stolen NOTICE TO CUSTOMER THE <u>ARCO BUILDING SYSTEMS INC</u>
THE DOCUMENT HAS A WIGHD-PRINT SIGNATURE LINE, WATERWARK AND A THERWOCHROWIC ICON, ABSENCE OF THESE FEATURES WILL INDICATE A COPY November 24, 2015 Main Office 311 Arnold Avenue Prestonsburg, KY 41653-1264 #156371# #042102940# EXPORTING 37.41 REMITTER \_\_EUD\_RIFE\_CONSTRUCTION CASHIER'S CHECK ORDER

4686 4# OB

7

929688 M

Toll Free: 800-241-8339 In Georgia: 770-447-1928



Sales Fax: 770-662-5053

Customer Service Fax: 770-368-1969

11/11/15

Mr. Bud Rife BUD RIFE CONSTRUCTION 38 FOURTH STREET HAROLD, KY 41635

Dear Mr. Bud Rife.

The building you have ordered is scheduled for delivery on 11/24/2015. You should be aware that on page 2 of your contract, you have agreed to storage charges if you delay delivery of your building. If you do delay your building, storage charges will be assessed and added to your C.O.D. amount. While every effort is made to accomodate your needs, we have very little flexibility as far as delivery schedule is concerned.

You are responsible for unloading your building upon arrival. You will need a forklift, or similar equipment that lifts up to 5000 pounds to assist you in unloading. Prior to erection, please store your building in accordance with any notice in order to protect the components.

Upon delivery, please inventory the components received to insure that all parts have been delivered. If there should be a shortage, please note it on the bill of lading and advise Arco immediately. OUR PLANTS GIVE US A 10 DAY DEADLINE ON All MISSING PARTS. It is very important that an inventory be taken at the time of delivery. If you have ordered insulation and/or large doors, they will be shipped separately. The insulation will be delivered to you within one or two days of the building. A representative will be contacting you to arrange delivery of any large doors at your convenience. Any shortages to these shipments should also be reported to Arco immediately.

Please help us in any way you can in promptly getting the truck unloaded upon arrival. The freight lines charge \$30.00 per hour for unnecessary delays. This is not an Arco charge, but we will assist you in any way possible.

Your C.O.D. balance is \$37,410.00 payable to Arco Building Systems, Inc., by CASHIER'S CHECK ONLY and is to be given to the driver prior to unloading. No personal checks will be accepted.

I know that you look forward to receiving your building and believe the above instructions will aid you in getting your construction off to a good start. Should you have any questions, please feel free to call me.

Sincerely,

Diane Stewart Customer Service Representative

#### WARNING

All panels offer good service life when exposed to weathering under normal conditions. However, they are subject to stain and discoloration in shipping and storage when moisture is trapped inside the bundle.

Moisture can get into the bundle from rain, spray, fog or condensation in high humidity.

Wet storage strain may occur in as little as 24 hours, on unpainted material; it is generally superficial, but unattractive, with little effect on the service life of the panel. When moisture is permitted to remain in the bundle for longer periods, the attack may become severs, reducing the service life or making the panel unusable. Wet storage attack on painted panels will render them unusable.

Wet storage can affect all panel materials: painted, galvanized zinc-aluminum, aluminized or aluminum.

THE MANUFACTURING COMPANY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM WET STORAGE.

How to prevent wet storage attack:

- 1. Open and inspect the panels immediately, if moisture is present, wipe each panel dry at once.
- 2. Best storage is in a dry, covered place with a fairly constant temperature and good air circulation.
- 3. Panels stored in the open must be off the ground a minimum of 4" at the low end with the other end at least 8" higher. (Long bundles must be supported in the middle).
- 4. A waterproof ground cover under the blocks and bundle helps reduce condensation.
- 5. Prevent rain or dew from getting on or into the bundle by covering with a tarpaulin, making provisions for air circulation under the tarpaulin and around the panels. (Remove the tarpaulin during clear daytime weather).

DO NOT WRAP IN PLASTIC.

In an effort to serve you better, our warehouse plant personnel are now taking photographs of the contents to be packaged in boxes with job numbers and package number visible.

This process is called Photographic Inventory Record. After this package has been photographed, a seal stating the following is affixed to this box.

### **NOTICE**

A photographic record was made of the contents of this package. If this seal is broken on arrival at destination, the contents must be inventoried immediately. Any shortages must be listed on the delivery receipt and signed by both receiver and driver.

All of this is being done to improve our services to you and to assure you of accurate shipments. Any claims for shortages will be checked against the Photographic Record.

This is just another way of assuring "Right-Part-Quantity".



Invoice No:

533

Date:

05/06/2016 Terms: **NET 30** 

Due Date:

06/05/2016

Bill To: **Bud Rife** 

497 George Road

Betsy Layne, KY 41605

### Invoice

Code	Description		Quantity	Rate	Amount
	Air & Heat		1	\$43,000.00	\$43,000.00*
	Overhead and profit		1	\$8,600.00	\$8,600.00*
*Indicates non-	-taxable item				
				Subtotal	\$51,600.00
				Total	\$51,600.00
				PAID	\$51,600.00
		Paid		Balance Due	\$0.00



Invoice No:

530

Date:

12/31/2015

Terms:

**NET 30** 

Due Date: Bill To: 01/30/2016

Bud Rife

Dag Mie

497 George Road

Betsy Layne, KY 41605

## Invoice

Code	Description	Quantity	Rate	Amount
	Site work	1	\$20,000.00	\$20,000.00*
	Overhead and profit	1	\$4,000.00	\$4,000.00*
*Indicates no	n-taxable item			
			Subtotal	\$24,000.00
			Total	\$24,000.00
			PAID	\$24,000.00
	Pai		Balance Due	\$0.00



Invoice No:

531

Date:

02/04/2016

Terms:

**NET 30** 

Due Date:

03/05/2016

Bill To: Bud Rife

497 George Road

Betsy Layne, KY 41605

### Invoice

Code	Description	Quantity	Rate	Amount
	Building	1	\$250,000.00	\$250,000.00*
	Overhead and profit	1	\$50,000.00	\$50,000.00*
*Indicates no	n-taxable item			
			Subtotal	\$300,000.00
			Total	\$300,000.00
		Daid	PAID	\$300,000.00
	l	Paid )	Balance Due	\$0.00



Invoice No:

532

Date:

03/11/2016

Terms:

**NET 30** 

Due Date:

04/10/2016

Bill To:

**Bud Rife** 

497 George Road

Betsy Layne, KY 41605

Invoice

PO Box 155 Harold, KY 41635 606-477-5264 CELL (606)478-5264 OFFICE 606-794-5264 CELL Fax (606) 478-5266 budri@mikrotec.com

Code	Description	Quantity	Rate	Amount
	Concrete work	1	\$100,000.00	\$100,000.00*
	Overhead and profit	1	\$20,000.00	\$20,000.00°



Subtotal	\$120,000.00
Total	\$120,000.00
PAID	\$120,000.00

Balance Due \$0.00



Invoice No:

534

Date:

05/30/2016

Terms:

**NET 30** 

Due Date:

06/29/2016

Bill To:

Bud Rife

Dad Kile

497 George Road

Betsy Layne, KY 41605

### Invoice

Code	Description	Quantity	Rate	Amount
	Office & Kitchen	1	\$125,000.00	\$125,000.00*
	Overhead and profit	1	\$25,000.00	\$25,000.00*
*Indicates no	n-taxable item			
			Subtotal	\$150,000.00
			Total	\$150,000.00
			PAID	\$96,900.00
			Balance Due	\$53,100.00



Invoice No:

535

Date:

05/31/2016

Terms: Due Date: **NET 30** 

Due Date.

06/30/2016

Bill To: Bud Rife

497 George Road

Betsy Layne, KY 41605

### Invoice

Code	Description	Quantity	Rate	Amount
	Alarm & Security	1	\$55,000.00	\$55,000.00*
	Overhead and profit	1	\$11,000.00	\$11,000.00*
*Indicates no	n-taxable item			
			Subtotal	\$66,000.00
			Total	\$66,000.00
			PAID	\$0.00
		Bal	ance Due	\$66,000.00



Invoice No:

536 Date:

Terms: Due Date:

Bill To:

06/01/2016 **NET 30** 07/01/2016

**Bud Rife** 

497 George Road Betsy Layne, KY 41605

### **Invoice**

Code	Description	Quantity	Rate	Amount
	Electric	1	\$45,000.00	\$45,000.00*
	Overhead and profit	1	\$9,000.00	\$9,000.00*
*Indicates no	n-taxable item			
			Subtotal	\$54,000.00
			Total	\$54,000.00
			PAID	\$0.00
		Bal	ance Due	\$54,000.00



Invoice No:

537

Date:

06/02/2016

Terms:

**NET 30** 

Due Date:

07/02/2016

Bill To:

Bud Rife

497 George Road Betsy Layne, KY 41605 Invoice

Code	Description	Quantity	Rate	Amoun
	Finish work	1	\$100,000.00	\$100,000.00
	Overhead and profit	1	\$20,000.00	\$20,000.00
*Indicates nor	n-taxable item			
			Subtotal	\$120,000.0
			Total	\$120,000.0
			PAID	\$0.0
		Ba	lance Due	\$120,000.00